

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2018-381-T - ORDER NO. 2019-387

JUNE 7, 2019

IN RE: Application of Soda City Movers LLC for Approval to Amend Tariff) ORDER RESCINDING) ORDER NO. 2019-80 AND) APPROVING USAGE OF) PRIOR TARIFF
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This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Soda City Movers LLC (“Soda City,” “Applicant” or “Company”) to amend the Company’s current tariff. Soda City presently holds a Class E Certificate of Public Convenience and Necessity to transport household goods in South Carolina pursuant to the authority granted by this Commission.¹

The tariff by which Soda City currently operates was approved by the Commission by Order No. 2019-80 issued on February 20, 2019. Upon reflection, Soda City desires to revert to its previous lower rates. Therefore, it now seeks to withdraw the 2019 approved tariff and requests approval to revert back to the Company’s prior tariff of 2016.

Having considered the Application, we conclude that the tariff proposed by Soda City is just and reasonable for the Company and its customers. Accordingly, the Company’s Application to cancel its current tariff and adopt the prior tariff from year 2016 should be approved.


¹ See Commission Docket No. 2011-194-T.

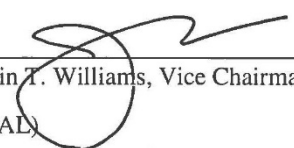
IT IS THEREFORE ORDERED THAT:

1. Commission Order No. 2019-80 is hereby rescinded, and the Application of Soda City Movers LLC to replace the Company's current tariff is approved as filed, subject to compliance with all applicable statutes, rules and regulations. The newly approved tariff is attached as Order Exhibit 1.

2. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:


Comer H. Randall, Chairman


Justin T. Williams, Vice Chairman

(SEAL)

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

Soda City Movers, LLC

South Carolina Household Goods Tariff

TABLE OF CONTENTS

Title Page	1
Table of Contents	2
Applicability of Tariff	3
<u>SECTION 1</u>	4
1.0 Transportation Charges	4
1.1 Hourly Rates and Charges	4
1.2 Drive Time / Flat Travel Fees	5
1.3 Office Hours / Minimum Hourly Charges	5
<u>SECTION 2</u>	6
2.0 Additional Services	6
2.1 Bulky Article Charges	6
2.2 Elevator or Stair Carry	6
2.3 Excessive Distance or Long Carry Charges	6
2.4 Pick Up and Delivery	6
2.5 Packing and Unpacking	6
2.6 Piano Charges	6
2.7 Articles, Special Servicing	7
2.8 Waiting Time	7
2.9 Fair Weather Policy	7
2.10 Right to Decline to Move Items	7
2.11 Overnight Hold/Storage	7
<u>SECTION 3</u>	8
3.0 Rules and Regulations	8
3.1 Claims	8
3.2 Computing Charges	8
3.3 Governing Publications	8
3.4 Items of Particular Value	8
3.5 Bill of Lading, Contract Terms, and Conditions	9
3.6 Delays	9
<u>SECTION 4</u>	10
4.0 Promotions	10
4.1 Military Rate	10

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by SODA CITY MOVERS, LLC. These services are furnished between points and places within the State of South Carolina.

Soda City Movers, LLC

South Carolina Household Goods Tariff

SECTION 1

1.0 TRANSPORTATION CHARGES

Transportation Charges include the hourly rates and travel rates as listed below. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below. Drive time charges will be assessed according to the table in section 1.2. The clock starts at the appropriate hourly rate when the movers arrive at the customer's pickup location and will be stopped upon completion of the move at the destination location.

1.1 Hourly Rates and Charges

<u>Number of Movers</u>	<u>Hourly Rate</u>
One Mover and a Truck	\$65.00
Two Movers and a Truck	\$95.00
Three Movers and a Truck	\$125.00
Each Additional Mover	\$30.00

Additional trucks over one will be billed at the rates set forth above.

1.2 Drive Time / Flat Travel Fees

A "flat travel fee" will only apply to moves transported within the cities of Columbia, Irmo, Lexington, West Columbia, Cayce, Chapin, and Blythewood and Elgin. Moves outside of these areas will pay for estimated travel time from the office and back at the appropriate hourly rate. The flat travel fees are assessed by determining the origin zip code and destination zip code and adding the respective charges together based on the appropriate number of movers assigned to the move. The fee will be added to the cost of the move which covers the round-trip drive time from and to the office. The flat travel fee table below outlines charges based on each zip code location.

<u>Zip Code Group</u>	<u>1 Truck</u>	<u>1 Truck</u>	<u>1 Truck</u>	<u>2 Trucks</u>	<u>2 Trucks</u>	<u>2 Trucks</u>
	<u>1 Man</u>	<u>2 Men</u>	<u>3 Men</u>	<u>4 Men</u>	<u>5 Men</u>	<u>6 Men</u>
Group A: 29201,29202,29203	\$15.00	\$22.50	\$30.00	\$45.00	\$52.50	\$60.00
Group B: 29212,29063,29205,29206,29170,29171,29033, 29172, 29210, 29169, 29204, 29208	\$20.00	\$27.50	\$35.00	\$55.00	\$62.50	\$70.00
Group C: 29072,29073,29223,29229,29209,29207	\$25.00	\$32.50	\$40.00	\$65.00	\$72.50	\$80.00
Group D: 29016,29036,29045	\$35.00	\$42.50	\$50.00	\$85.00	\$92.50	\$100.00
<i>Each additional mover without a truck will add \$20 to the round trip travel fee.</i>						

Example: A customer moving from 29212 to 29223 with a 2 man crew will pay a \$60.00 flat travel fee (\$27.50 for driving to 29212 and \$32.50 for driving back from 29223. A customer moving from 29212 to 29212 with a 2 man crew will pay a \$55.00 flat travel fee (\$27.50 each way).

Soda City Movers, LLC

South Carolina Household Goods Tariff

1.3 Office Hours / Minimum Hourly Charges:

SODA CITY MOVERS, LLC will have the following office hours: Monday – Friday, 9:00 am – 5:00 pm, Saturday 10:00 am – 12:00 pm, and closed on Sunday.

Monday-Saturday	Two-Hour Minimum Charge
Sundays	Four-Hour Minimum Charge
Recognized Federal Holidays	Four-Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, SODA CITY MOVERS, LLC will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Gun Safe (in excess of 400 lbs.) - \$150
- Pool Table - \$175
- Hot Tubs/Spa - \$200
- Golf Cart/Riding Lawnmower - \$100
- Spinnet/Upright Piano - \$100
- Baby Grand/Grand Piano - \$200

2.2 Elevator or Stair Carry

SODA CITY MOVERS, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

SODA CITY MOVERS, LLC does not charge an additional fee for carrying article an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

SODA CITY MOVERS, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 SODA CITY MOVERS, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

2.5.2 SODA CITY MOVERS, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. SODA CITY MOVERS, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

SODA CITY MOVERS, LLC charges an additional fee for moving pianos as specified in Section 2.1. SODA CITY MOVERS, LLC will not move pianos up or down more than 5 steps.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, bunk beds, baby cribs, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of SODA CITY MOVERS, LLC.

2.9 Fair Weather Policy

SODA CITY MOVERS, LLC reserves the right to operate in fair weather conditions. Rain and other hazards are reasons for SODA CITY MOVERS, LLC to postpone your move. If a customer chooses to have us work in hazardous conditions, we will not be liable for wind or water damage, or any other damage that is a result of the weather.

2.10 Right to Decline to Move Items

SODA CITY MOVERS, LLC reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature. No slate top pool tables will be moved, unless they are fully disassembled prior to arrival.

2.11 Overnight Hold/Storage

SODA CITY MOVERS, LLC can hold a shipment in our truck(s) overnight at a rate of \$250 per truck, per night. The clock will restart on the agreed upon delivery date beginning at 9am. If the customer is not available to accept delivery at this time, customer will be charged waiting time as outlined in section 2.8.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 96 hours of the move. SODA CITY MOVERS, LLC must be given a reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, SODA CITY MOVERS, LLC reserves the right to repair the damage(s) in question. If we determine that the damages cannot be repaired, we reserve the right to either replace or compensate for the damage according to the valuation option selected by the customer on the Bill of Lading prior to starting the move. If there is damage, notify SODA CITY MOVERS, LLC immediately. We will complete a Damage Report before we leave your site. If you discover damage after the move, the customer must notify the office within 96 hours of the move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

SODA CITY MOVERS, LLC rates are computed by multiplying the applicable hourly rate by the time and adding the appropriate travel charge as provided in Section 1.

3.3 Governing Publications

SODA CITY MOVERS, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

SODA CITY MOVERS, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or

articles manufactured there from. SODA CITY MOVERS, LLC will not accept responsibility for safe delivery of such articles if they come into SODA CITY MOVERS, LLC's possession with or without SODA CITY MOVERS, LLC's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of SODA CITY MOVERS, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

SODA CITY MOVERS, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

SODA CITY MOVERS, LLC shall apply the following promotions, in a uniform and nondiscriminatory fashion.

4.1 Military Rate

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are active duty military or disabled veterans that provide proper proof of same. Extra chargeable items will follow rates in Section 2 with a minimum hourly charge as set out in Section 1.3. Drive time / flat travel fees will still apply at the normal rate as set out in Section 1.2.

<u>Number of Movers</u>	<u>Promotional Rate</u>
Two Men and a Truck	\$90.25
Three Men and a Truck	\$118.75
Each Additional Man	\$30.00 per man/per hour